



PART 2: PRODUCT SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW.

1.1 This part of the Agreement is divided into the following sub-parts:

Sub-part 2.1	Software-Specific Terms and Conditions
Sub-part 2.2	Infrastructure-Specific Terms and Conditions
Sub-part 2.3	Console-Specific Terms and Conditions
Sub-part 2.4	Appliance-Specific Terms and Conditions
Sub-part 2.5	Evaluation-Specific Terms and Conditions

SUB-PART 2.1: SOFTWARE SPECIFIC TERMS AND CONDITIONS

THESE SOFTWARE SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. LICENSE TERMS.

1.1 Grant.

- (a) Subject to End User's compliance with this Agreement, and upon acceptance of an Order, Imperva grants End User a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software, in accordance with its corresponding Documentation, solely for End User's internal business purposes, on the Appliances (where applicable), subject to and up to the Licensed Volume, and for the license term, each as described in the relevant Quote.
- (b) If End User receives a license to the Software pursuant to this Agreement on a standalone basis, the license granted in this Section shall include the right to copy the Software up to the Licensed Volume.
- (c) End User acknowledges and agrees that the Licensed Volume shall be interpreted in accordance with the License Definitions and Rules.
- (d) In respect of Third Party Products, End User shall be bound by the Third Party Terms.

1.2 Warranty.

Imperva warrants that during the sixty (60) day period commencing on the date of first Delivery, the Software shall perform substantially in accordance with the Documentation. In the event of a breach of the foregoing warranty, as End User's sole and exclusive remedy, Imperva shall, at its sole expense and discretion, either replace the Software with Software conforming to the warranty in this Section 1.3, or use reasonable efforts to modify the Software so that it performs substantially in accordance with the Documentation. The rights and remedies granted to End User under this Section state Imperva's entire liability, and End User's exclusive remedy, with respect to any breach of the warranty set out in this Section.

1.3 US Government.

The Software, including any documentation and the software components used to provide Software, is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if the Software is acquired by or on behalf of the US Government or any contractor therefor, End User receives only those rights with respect to the Software, documentation, and related technical data as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense ("DOD") and its contractors, or (b) 48 C.F.R. §§ 12.211 and 12.212, with respect to all other US Government users and their contractors. This Section 1.4 is in lieu of, and supersedes, any other Federal Acquisition Regulation ("FAR"), DOD FAR Supplement, or any other clause or provision that addresses government rights in computer software or technical data.

2. DELIVERY.

2.1 Delivery.

Upon acceptance of an Order, Imperva shall use commercially reasonable efforts to Deliver any Software license keys that may be required to use the Software in accordance with the Documentation for the duration of the Order. Direct Orders shall be Delivered to End User and Orders via an Authorized Third Party shall be Delivered via the Authorized Third Party. Software shall be deemed accepted by End User upon Delivery.

2.2 Delay.

Provided that Imperva has used commercially reasonable efforts, Imperva shall in no event be liable for any delay in Delivery or for failure to give notice of delay.

3. MAINTENANCE AND SUPPORT.

Maintenance and support are provided in accordance with the Customer Support Guide.

4. DATA RECOVERY.

End User is solely responsible for End User's data back-up, data recovery, and disaster recovery measures. Imperva shall not be responsible for End User's internal processes and procedures to ensure the protection of End User's data or information stored within End User's own environment. End User shall maintain an unmodified copy of all Software and all related Documentation, archival files and configuration files necessary to reinstall, reconfigure or reconstruct any lost, altered or damaged Software.

5. USAGE DATA.

- 5.1 Notwithstanding anything to the contrary in this Agreement, Imperva has the right to collect and use Usage Data to develop, improve, support, and operate its products and services during and after the term of this Agreement and to verify an End User's usage in compliance with this Agreement. With respect to Software that includes a feature permitting transmission of Usage Data to Imperva, an End User may choose to disable such feature, in which case Imperva shall not collect Usage Data automatically from the Software. Where an End User opts to disable automatic transmission of Usage Data to Imperva within the Software, End User shall be obliged to manually produce a Usage Data report using a manual feature within the Software and transmit the same to Imperva no less than every three (3) months by following the instructions in the Documentation from time to time. End User shall take such other reasonable steps as Imperva may require from time to time to facilitate the provision of Usage Data to Imperva. "**Usage Data**" means data directly or indirectly related to items such as versioning, volumetrics, feature usage, traffic type, settings, telemetry and any other data (other than End User payload data) relating to the operation, support and/or about use of the Software by an End User and its authorized users.

6. POLICIES.

6.1 Security maintenance.

Where Imperva reasonably considers End User's use of the Software could (i) pose a security risk to Imperva, the Software or any third party; (ii) adversely impact Imperva's systems, the Software or the systems, traffic or data of any other Imperva partner or customer; (iii) subject Imperva, its partner, suppliers or any third party to liability, or (iv) be fraudulent, Imperva shall have the right to suspend in whole or in part End User's rights to access or use the Software immediately upon notice. During any such suspension, End User shall remain responsible for all fees during the period of suspension.

6.2 End of life policy.

All Software is subject to Imperva's then-current End of Life Policy (available at <https://www.imperva.com/support/eol-policy/> or such alternate URL or other repository as Imperva may specify from time to time).

6.3 Acceptable use policy.

End User agrees that at all times it shall comply with the then-current Imperva Acceptable Use Policy (available at <https://www.imperva.com/legal/acceptable-use-policy/> or such alternate URL or other repository as Imperva may specify from time to time).

SUB-PART 2.2: INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS

THESE INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. LICENSE TERMS.

1.1 Grant.

- (a) Subject to End User's compliance with this Agreement, and upon acceptance of an Order by Imperva, Imperva grants End User a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Infrastructure, in accordance with its corresponding Documentation, solely for End User's internal business purposes, subject to and up to the Licensed Volume, and for the license term, each as described in the relevant Quote.
- (b) End User acknowledges and agrees that the Licensed Volume shall be interpreted in accordance with the License Definitions and Rules.
- (c) In respect of Third Party Products, End User shall be bound by the Third Party Terms.

1.2 Warranty.

Imperva warrants that during the term of the relevant Order, the Infrastructure shall perform substantially in accordance with the Documentation and in compliance with the Infrastructure SLA. In the event of a breach of this warranty, as End User's sole and exclusive remedy, Imperva shall, at its sole expense and discretion, correct the Infrastructure so that it performs substantially in accordance with the Documentation and, either directly issue or have an Authorized Third Party issue, any credits to which End User may be entitled pursuant to the Infrastructure SLA.

1.3 US Government.

The Infrastructure, including any documentation and the software components used to provide services, is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if the Infrastructure is acquired by or on behalf of the US Government or any contractor therefor, End User receives only those rights with respect to the Infrastructure, documentation, and related technical data as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense ("DOD") and its contractors, or (b) 48 C.F.R. §§ 12.211 and 12.212, with respect to all other US Government users and their contractors. This Section 1.4 is in lieu of, and supersedes, any other Federal Acquisition Regulation ("FAR"), DOD FAR Supplement, or any other clause or provision that addresses government rights in computer software or technical data.

2. Access and use of Infrastructure.

2.1 Delivery.

- 2.1.1 Upon acceptance of an Order, Imperva shall use commercially reasonable efforts to Deliver (either directly or via an Authorized Third Party, as applicable) any Infrastructure credentials that may be required to use the Infrastructure in accordance with the Documentation for the duration of the Order. Infrastructure shall be deemed accepted by End User upon Delivery.
- 2.1.2 Provided that Imperva has used commercially reasonable efforts, Imperva shall in no event be liable for any delay in Delivery or for failure to give notice of delay.

Set up

- 2.2 Except as explicitly set out in this Agreement, End User is solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of the Infrastructure, including without limitation paying all fees, charges, taxes, and other costs related to internet access and for configuration changes that may be required to route activity to the Infrastructure. End User may access the Infrastructure only through the interfaces and protocols provided or authorized by Imperva and agrees to set up, maintain and use the Infrastructure in strict compliance with Imperva's and its Authorized Third Party's instructions.

Consents

- 2.3 The routine operation of the Infrastructure involves End User traffic routing through the Imperva network. Imperva has no right to use any of the data within the traffic except as set out in this Agreement.
- 2.4 All of the consents granted in this Section 2.4 are to be exercised in accordance with Part 4 of this Agreement (Data and Security Terms and Conditions). End User consents to Imperva using, and grants a nonexclusive, royalty-free, fully-paid up right and license to Imperva to:
- (a) use, transfer, display, minimize and compress the content and material on End User's websites, in any media formats, in connection with the performance, improvement and support of the Infrastructure;
 - (b) use, transfer, monitor and inspect End User's traffic that is routed via the Infrastructure, including any related logs or other data as may be required ("**Traffic**"), in connection with the performance, improvement and support of the Infrastructure; and
 - (c) collect, analyze, use for the performance and improvement of the Products and Services, and the development of new products and services, and solely in a non-attributable format publish, the specific parts of the Infrastructure that relate to purported attempts to compromise the security of End User via malicious traffic including but not limited to DDoS attacks, hacking attempts, and bot assaults ("**Threat Data**").

End User represents and warrants that it has all rights and permissions necessary to transfer, disclose and grant, to Imperva, the rights contemplated by this Agreement, with respect to Traffic and Threat Data.

Abuse

- 2.5 Imperva operates an abuse desk for disputes about the use of the Infrastructure, including matters such as copyright infringement, child protection, spamming or another matter which potentially suggests that a site protected by Imperva is involved in illegal activity.

- 2.6 Certain parts of the Infrastructure route traffic through the Imperva network using a reverse proxy, before transmitting that traffic on to End User's specified destination server where data is stored. When a DNS lookup is performed, it appears that Imperva is hosting the relevant website. Complaints are filed at ww.dis.abuse@thalesgroup.com or such other location as Imperva may specify from time to time. Imperva does not have access to the host servers where data is stored and as such is unable to modify or take down any content from such websites.
- 2.7 Where a claim is submitted, Imperva may share such information to any third party it considers appropriate, including End User that is the subject of the complaint and any relevant service provider related to the complaint.

End User responsibilities

- 2.8 End User shall ensure that its use of the Infrastructure complies with all applicable laws, rules, codes and regulations regarding online conduct and the collection and transmission of data, including all laws, rules, codes and regulations of the countries in which End User operates and from which it collects or otherwise processes data.
- 2.9 The Infrastructure may include a shared web caching service, which means a number of different end users' sites are cached on the same server. End User shall not use the Infrastructure in a manner that could disrupt or otherwise adversely affect or impair the performance of any other sites of other end users and customers of Imperva.
- 2.10 End User is responsible for configuring the encryption for Traffic that is routed through the Infrastructure and for any rules that End User implements or actions that may be taken that could result in performance degradation or other availability, access or performance issues.
- 2.11 In the event of expiration or termination of any Infrastructure that require DNS routing, End User shall be solely responsible for rerouting its DNS traffic and Imperva, its partners and suppliers shall have no liability for End User's failure to do so.

3. SERVICE LEVELS.

The applicable service level document (available at such location as Imperva may specify from time to time) shall apply to the Infrastructure ("**Infrastructure SLA**").

4. SUPPORT.

Support is provided in accordance with the Customer Support Guide.

5. DATA RECOVERY.

End User is solely responsible for End User's data back-up, data recovery, and disaster recovery measures. Imperva shall not be responsible for End User's internal processes and procedures to ensure the protection of End User's data. End User shall maintain a copy of all configuration files necessary to reinstall, reconfigure or reconstruct any lost, altered or damaged data of that nature.

6. POLICIES.

6.1 Security maintenance.

Where Imperva reasonably considers End User's use of the Infrastructure could: (i) poses a security risk to Imperva, the Software or any third party; (ii) adversely impact Imperva's systems, the Software or the systems, traffic or data of any other Imperva partner or customer; (iii) subject Imperva, its partner, suppliers or any third party to liability, or (iv) be fraudulent, Imperva shall have the right to suspend in whole or in part End User's rights to access or use the Infrastructure immediately upon notice. During any such suspension, End User shall remain

responsible for all fees during the period of suspension and shall not be entitled to any service credits that would have otherwise arisen pursuant to the Infrastructure SLA.

6.2 End of life policy.

The Infrastructure is subject to Imperva's then current-End of Life Policy (available at <https://www.imperva.com/support/eol-policy/> or such alternate URL or other repository as Imperva may specify from time to time).

6.3 Acceptable use policy.

End User agrees that at all times it shall comply with the then-current Imperva Acceptable Use Policy (available at <https://www.imperva.com/legal/acceptable-use-policy/> or such alternate URL or other repository as Imperva may specify from time to time). Imperva may flag or block content, block access to End User's sites from particular jurisdictions or suspend or terminate End User's access to the Infrastructure immediately upon notice to End User where Imperva reasonably determines use of the Infrastructure to be contrary to the Imperva Acceptable Use Policy.

SUB-PART 2.3: CONSOLE SPECIFIC TERMS AND CONDITIONS

THESE CONSOLE SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE CONSOLE SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL. IN THE EVENT OF CONFLICT BETWEEN THESE CONSOLE SPECIFIC TERMS AND CONDITIONS AND THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS, THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SERVICES SPECIFIC TERMS AND CONDITIONS SHALL PREVAIL.

1. OVERVIEW.

Certain Software and Infrastructure allow End User to access a Console. The specific details and purpose of the relevant Console is set out in the Documentation. Broadly, where a Software or Infrastructure includes a Console, the Console shall enable End User to access and configure certain features of the Product.

2. CONSOLE-SPECIFIC TERMS.

2.1 Grant.

The grant of a license to a Console shall be on the same terms and conditions as the relevant Software or Infrastructure.

2.2 Access.

2.2.1 End User is solely responsible for maintaining the confidentiality of any passwords and account information required to access the Console, for all acts that occur in connection with End User's account and to immediately notify Imperva of any unauthorized use of End User's account. End User shall take notify Imperva promptly in writing if it is aware of any unauthorized access or use of a Console.

2.2.2 Except as explicitly set out in this Agreement, End User is solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of a Console, including without limitation paying all fees, charges, taxes, and other costs related to internet access.

2.3 Records.

2.3.1 End User is solely responsible for End User's data back-up, data recovery, and disaster recovery measures. Imperva shall not be responsible for End User's internal processes and procedures to ensure the maintenance of copies of records made available to End User as part of the Console.

2.3.2 Imperva does not provide backup services. If End User's use of the Console terminates for any reason, Imperva may, without notice, delete or deny End User access to any records made available to End User as part of the Console.

2.4 Consents.

Where an End User utilizes certain Consoles, End User grants Imperva a license to collect, analyze, use for the performance and improvement of the Products and Services, and the development of new products and services, and solely in a non-attributable format publish, Threat Data. The consents granted in this Section 2.4 are to be exercised in accordance with Part 4 of this Agreement (Data and Security Terms and Conditions). End User represents and warrants that it has all rights and permissions necessary to transfer, disclose and grant, to Imperva, the rights contemplated by this Agreement, with respect to Threat Data.

SUB-PART 2.4: APPLIANCES SPECIFIC TERMS

THESE APPLIANCES SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE APPLIANCES SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. OVERVIEW.

- 1.1 This section sets out the terms specific to Appliances only.
- 1.2 In respect of Third Party Products, End User shall be bound by the Third Party Terms.

2. DELIVERY, RISK AND TITLE.

- 2.1 Imperva shall use commercially reasonable efforts to Deliver the Appliances in accordance with any reasonable delivery times requested in accepted Orders (in partial or full shipments). Provided Imperva has used commercially reasonable efforts to Deliver the Appliances in accordance with any such requested delivery times, Imperva shall in no event be liable for any delay in Delivery or for failure to give notice of delay. Appliances shall be deemed accepted by End User upon Delivery.
- 2.2 Risk of loss and, if applicable, title to Appliances shall pass to End User upon Delivery; provided that title shall not pass to End User for:
 - (a) any Software contained in or installed on such Appliances; or
 - (b) any Appliances for which End User has not purchased outright and paid for in full.
- 2.3.2 Appliances shall be delivered Ex Works (Incoterms 2020) Imperva's designated manufacturing facility.
- 2.4 End User may specify shipping instructions with the Order, which are subject to Imperva's acceptance. In the absence of specific shipping instructions from End User, which have been agreed to by Imperva, Imperva shall ship by the method it deems appropriate.
- 2.5 End User shall pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums.
- 2.6 In its discretion, Imperva may advance shipping charges on behalf of End User on Appliances shipped to End User, and End User agrees to reimburse Imperva for any such advanced charges and expenses.
- 2.7 If End User enters into a term agreement for use of Appliances, all right, title and interest in such Appliances shall remain with Imperva and must be returned by End User within fifteen (15) days after the end of the applicable term or End User shall be charged and pay for the Appliances at Imperva's then-current list price. End User must keep such Appliances free from liens or pledges, shall be responsible for any damage to such Appliances during the applicable term, reasonable wear and tear excepted, and shall carry a policy of fire and extended coverage (all risks), in an amount equal to the full replacement value of such Appliances.

3. SOFTWARE.

- 3.1 End User acknowledges that the Software included with the Appliance is licensed, and not sold, with the applicable license terms set out in Sub-Part 2.1 of this Agreement.

3.2 Software is licensed solely in conjunction with such Appliance (and not separately or apart from such Appliance). If End User sells, leases, lends, rents, distributes or otherwise transfers any Appliance to any third party or if Imperva terminates this Agreement or any relevant Order, then End User shall erase all Software from such Appliance.

4. MAINTENANCE AND SUPPORT.

Maintenance and support are provided in accordance with the Customer Support Guide.

5. WARRANTY.

Imperva warrants that during the sixty (60) day period commencing on the date of first Delivery, the Appliances shall perform substantially in accordance with the Documentation. In the event of a breach of this warranty, as End User's sole and exclusive remedy, Imperva shall, at its sole expense and discretion, following the return of such Appliance by End User, either repair the Appliance or replace the Appliance with a new or reconditioned Appliance that performs substantially in accordance with the Documentation. This warranty extends only to the original purchaser of the Appliance and shall not apply where there has been damage to the Appliance returned to Imperva.

SUB-PART 2.5: EVALUATION SPECIFIC TERMS AND CONDITIONS

THESE EVALUATION SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE EVALUATION SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL. IN THE EVENT OF CONFLICT BETWEEN THESE EVALUATION SPECIFIC TERMS AND CONDITIONS AND THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS, THE SOFTWARE SPECIFIC TERMS AND CONDITIONS AND / OR INFRASTRUCTURE SPECIFIC TERMS AND CONDITIONS SHALL PREVAIL.

1. APPLICABLE TERMS AND CONDITIONS.

- 1.1 From time to time, Imperva may make available Evaluation Products to End User on a temporary basis for evaluation purposes, pursuant to an Order or otherwise.
- 1.2 Where an End User utilises an Evaluation Product:
 - 1.2.1 for Software the following Sections of the Software Specific Terms and Conditions set out in Sub-Part 2.1 of this Agreement shall not apply: 1.1 and 1.2;
 - 1.2.2 for Infrastructure, the following Sections of the Infrastructure Specific Terms and Conditions set out in Sub-Part 2.2 of this Agreement shall not apply: 1.1, 1.2 and 3;
 - 1.2.3 for Console, the following Sections of the Console Specific Terms and Conditions set out in Sub-Part 2.3 of this Agreement shall not apply: 2.1;
 - 1.2.4 for Appliances, the following Sections of the Appliances Specific Terms and Conditions set out in Sub-Part 2.4 of this Agreement shall not apply: 2 and 5; and
 - 1.2.5 the following Sections of the General Terms and Conditions shall not apply: 6, 7 and 9.

2. EVALUATION LICENSE.

Where Imperva agrees to make an Evaluation Product available to an End User, Imperva grants to End User during the Evaluation Period, a cost-free, non-sublicensable, non-transferable, non-assignable and non-exclusive, revocable at will license to use the Evaluation Product, solely at the location identified in writing by End User and solely for End User's internal evaluation of the Evaluation Product ("**Evaluation License**").

3. EVALUATION PERIOD.

- 3.1 Unless otherwise agreed to in writing, or terminated earlier in accordance with this Agreement, the term of the license to an Evaluation Product shall commence upon Delivery of the Evaluation Product and continue until the earlier of:
 - 3.1.1 thirty (30) days from Delivery; or
 - 3.1.2 the date that Imperva provides written notice of termination to End User ("**Evaluation Period**").
- 3.2 Upon the expiration or termination of the Evaluation Period:
 - 3.2.1 the Evaluation License shall cease;
 - 3.2.2 End User shall immediately:

- (a) return the Evaluation Product to Imperva;
- (b) destroy or erase any intangible copies of the Evaluation Product; and
- (c) certify in a writing signed by an officer of End User and delivered to Imperva that all such copies of have been returned, destroyed or erased.

4. WARRANTY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, END USER ACKNOWLEDGES AND AGREES THAT THE EVALUATION PRODUCT IS PROVIDED FOR EVALUATION “AS-IS” AND IMPERVA AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVALUATION PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT, NONINFRINGEMENT OR ANY OTHER WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

5. LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL IMPERVA’S TOTAL AND AGGREGATE LIABILITY IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE EVALUATION PRODUCT EXCEED ONE HUNDRED DOLLARS (\$100).